

1 when we go in to take them off, there's three that's got to
2 come off. Now I'm hearing very seldom do you have to go in
3 and take three off, which gets me right back to where I
4 started with, if you very seldom have to take three off,
5 why do you assume in your pricing that you're always going
6 to have to take three off?

7 A. Okay. I'm just saying that if this is a length
8 of cable and it's 18,000 feet --

9 Q. Okay.

10 A. -- that probably 97 percent of the time you will
11 never have an instance where that cable has many load coils
12 on it. But when you have an instance in that section of
13 plant where it is loaded cable, you're going to have a load
14 coil here, here, and there.

15 And you're going to have workers at the end that
16 work just fine. And when any CLEC orders one data circuit
17 on that, then they will ask you us to unload the pair from
18 those loads and we're going to be unloading at it at
19 15,000 foot mark, the 9,000 foot mark, and the 3,000 foot
20 mark. And we'd like cost recovery for unloading those
21 three loads in those instances where the cables are loaded.

22 MR. PABIAN: Your Honor --

1 EXAMINER WOODS: Q. But you're only charging for
2 commissioning when that occurs?

3 MR. PABIAN: Exactly.

4 EXAMINER WOODS: I'm done.

5 MR. BOWEN: I just have one question, Your Honor,
6 I think.

7 RECROSS-EXAMINATION

8 BY MR. BOWEN:

9 Q. You say it happens infrequently. What is the
10 percentage of loops in Illinois that have less than 18,000
11 feet that have loads on them?

12 A. I don't remember. We talked about that this
13 morning.

14 EXAMINER WOODS: Is that an on-the-record data
15 request?

16 MR. BOWEN: Yes, it is, Your Honor.

17 Q. Could you when you get a chance --

18 A. You know, the --

19 Q. Don't guess.

20 A. No. No. Let me kind of just state what I'm
21 saying.

22 We don't have any database that tells us, you

1 know, how many of our loops have loads on them or not. We
2 just don't have that information on a database. We looked
3 at what percentage of overall orders have to have
4 conditioning on them to remove load coils, and it's a very
5 small percentage. That was the percentage I was trying
6 to --

7 Q. Let's at least get that number, if you could just
8 bring that back or send it through your counsel.

9 A. Okay.

10 MR. PABIAN: One more question.

11 FURTHER REDIRECT EXAMINATION

12 BY MR. PABIAN:

13 Q. The question came up about cosmic frames. Are
14 you familiar with that, remember that?

15 A. Yes.

16 Q. And do you recall answering that we may have some
17 cosmic frames deployed in Illinois?

18 A. Yes.

19 Q. Okay. Would we permit the mounting of splitters
20 on cosmic frames?

21 A. No. You could not mount -- that is technically
22 infeasible. Those are modular frames, and you could not

1 mount splitters on those.

2 CROSS-EXAMINATION

3 BY MR. SCHIFMAN:

4 Q. Ms. Schlackman, do you recognize that or do you
5 knowledge that a customer cannot be between two load points
6 and still obtain voice service?

7 A. I absolutely recognize that as a fact.

8 Q. Okay. That's a fact.

9 So if a customer is at 13,000 feet up and there's
10 a load coil at 3,000 feet, another one at 9,000 feet, there
11 can't be another load coil at 15,000 feet. Right?

12 A. Not on his loop.

13 Q. Not on his loop.

14 But you're charging a CLEC conditioning charges
15 to remove three loads in that case. Is that correct?

16 A. No. No, that's not correct. You're mistaken.

17 When that customer who's served on the loop that
18 you're talking about, they would have -- they would be at
19 least 3,000 feet from the last load coil in order to work,
20 and you wouldn't be working between loads.

21 Q. So there's no way that there could be three load
22 coils on that loop?

1 A. Of course there could be. I'm just saying that
2 your customer is not going to be working at 12,000 or
3 15,000 feet from the office.

4 Q. But we're talking about working loops here
5 because this is line sharing. This is a working voice
6 grade loop, is it not, for line sharing?

7 A. Yes. And I'm just saying that if your customer
8 was truly working between the second and the third load, we
9 wouldn't have assigned them on there. We would have got a
10 trouble ticket long before you --

11 Q. Okay. So the customer, you're saying -- we're
12 acknowledging that's a working customer, and you
13 acknowledge that there can't be a load at 9,000 feet and
14 another load at 15,000 feet and a customer between that.

15 So in that case, if there's two load coils that
16 are on that loop, could that be the case where a customer
17 having voice service, there would be two load coils on that
18 loop when the customer is at 13,000 feet?

19 A. Again, the answer, I would have to say that
20 99.9 percent of the time that would never happen.

21 Let me finish.

22 The only time that might happen is if that

1 example, you were here earlier when we talked about there
2 was a Centrex customer there and I had two-point loading
3 and they went away and for some reason or another I reused
4 that cable facility. It would work fine, yes, and there
5 could be two load coils on it.

6 Do we engineer like that? No. Are you going to
7 have customers that you're paying three loads for where we
8 only have to go out and do work for two? Probably never.
9 There's probably always going to be three load coils and
10 probably always going to have 3,000 foot of end section
11 after the last load or it wouldn't work on POTS. I mean,
12 the customer --

13 Q. You just told me that a customer could not be
14 working if there was three loads and the customer was at
15 13,000 feet.

16 A. Can I draw on the board?

17 Q. Is that correct? Is that what you told me?

18 A. Let me just draw something.

19 Here's the central office. I go out and I have
20 to do this for the kind of loading that we do. Okay. I've
21 got first load coil here at 3,000 feet. I go out 6,000
22 feet and I place another load coil. I'm sitting here at

1 9,000 feet. I go out 6,000 more feet and I place another
2 load coil. And now I'm at 15,000 feet.

3 Q. Right.

4 A. And you're telling me that your customer is
5 working off of this leg here and that I'm going to charge
6 you for moving three load coils when there are only two,
7 and I'm telling you I would never assign that customer
8 there because their POTS service wouldn't work in-between
9 loads. That's what I'm trying to tell you.

10 EXAMINER WOODS: Stop. No. I think what he's saying
11 is there's no last load coil. There's nothing at 15,000,
12 which, by definition, would make that a working circuit.

13 THE WITNESS: The only time we would have ever
14 designed this would have been if that was some kind of a
15 Centrex or a business with a 5 db loop. And those are
16 special circuits, and you probably wouldn't have your
17 residential customers there. I mean, you're talking about,
18 like, never.

19 Hardly -- I mean, if you designed a Centrex or a
20 PBX, you've designed to that business. You're not using
21 those facilities for any other customer because you only
22 loaded the pairs you needed for that particular building.

1 MR. SCHIFMAN: Q. Is there another possibility being
2 -- you responded to Hearing Examiner Woods earlier about
3 there are loads on loops where the loop used to be longer
4 than 18,000 feet and now the loop is shorter than
5 18,000 feet?

6 A. Let's just say this one right here is 18,000
7 feet. Put the loop at 18,000 feet.

8 EXAMINER WOODS: Was.

9 THE WITNESS: Let's just say it is now. Here's my --
10 there's 3,000 feet between the last load coil and their
11 house. Will that work? You bet. Will I have to do
12 anything for POTS service? Not a thing. Will that work
13 for DSL service? No way. I got to remove that load coil,
14 that load coil, and that load coil for you to line share
15 there.

16 MR. SCHIFMAN: Q. Right. Now --

17 A. And that's plus or minus footage.

18 Q. My customer is at 13,000 feet between the nine
19 and the fifteen. Okay? Are you telling me there's three
20 load coils on a working voice loop?

21 A. I'm telling you we would have never assigned that
22 customer between working loads in loaded cable. We would

1 never do that.

2 Q. Exactly. You never would have -- so if there are
3 two load coils, my customer is at 13,000 feet, there are
4 possibilities where there would be only two load coils,
5 would be one at 3 k and one at 9 k. Right? You would
6 never assign a customer to a loop that has three load
7 coils. There would only be two load coils on that loop?

8 A. Again, the only time we would have done two-point
9 loading was for specific certain customers and businesses.

10 Q. Answer my question.

11 A. I am. I'm trying to respond. Out of the whole
12 900 pair of cable, possibly there was only two binder
13 groups that fed this buildings and all the rest of those
14 850 pair aren't even loaded. So why would we assigned you
15 to loaded facility? Why would we assign a POTS customer to
16 a loaded facility? We wouldn't do that.

17 Q. I'm not saying that. I'm saying that when a
18 customer is at 13,000, there's no possibility that there
19 would a load at 15,000. Am I right?

20 A. Right.

21 MR. SCHIFMAN: Thank you.

22 THE WITNESS: In other words, there wouldn't be any

1 loads.

2 MR. BOWEN: I can fix this, Your Honor, if you let me.

3 EXAMINER WOODS: Oh, boy.

4 MR. BOWEN: This will be short.

5 FURTHER RECROSS-EXAMINATION

6 BY MR. BOWEN:

7 Q. Use your drawing, Ms. Schlackman. And again,
8 assume that the customer's at 13,000 feet. You would never
9 put in between two loads. We're there. Okay?

10 But they are now -- they're not on a loop that
11 was designed for two-point loading. They're on a loop that
12 was shortened 'cause it used to be long. Okay?

13 You're not designing new loops. You're putting
14 them on a loop that used to be, say, 30,000 feet.

15 A. Okay.

16 Q. Now they're being served at 13,000 feet with the
17 loads that used to be on a load that served 30,000 feet.
18 Right?

19 A. Okay. But I can't work them in between loads
20 ever.

21 Q. Just stay with me. Okay?

22 So you got to cut off all loads past that

1 customer? No?

2 A. Not necessarily.

3 Q. You're not --

4 A. I may be putting digital loop carrier out here,
5 and all of this is all fiber cable. And I have absolutely
6 no need for any of this. Then all of the sudden a
7 subdivision out here grows right at this end, and I can go
8 ahead and feed that with all this cable with all that
9 loading. I can do that. I haven't violated any
10 engineering design rules.

11 Q. I want you to put yourself at 13,000 feet.
12 You're saying that you want to charge us to take off loads
13 on loops that are between twelve and eighteen k. So there
14 must be some there. Right? There must be loops between
15 twelve and eighteen k. Right?

16 A. Yes. There's three.

17 Q. Those loops between twelve and eighteen k could
18 have load coils. Right?

19 A. Yes.

20 Q. And they would have two?

21 A. No. They would have three.

22 Q. How could they have three?

1 A. Because we designed load coils at spacing of
2 6,000 feet, and you don't design any cable at all that's
3 only for 18,000 feet with any load coil. And if I'm going
4 to go out 18,000 feet, I can't get by with two load coils.
5 I have to have three load coils.

6 Q. How can you possibly have a customer that we want
7 to line share with who's located 13,000 feet from the CO
8 that has three load coils on their loop?

9 A. You wouldn't ever have three load coils on a loop
10 with a customer at 13,000 feet period.

11 Q. How many would you have?

12 A. Well, you shouldn't have any.

13 Q. I agree with that. We'll accept that answer.

14 A. But if in fact in the rare instances that they
15 use two-point loading --

16 Q. No. I'm not talking about two-point loading.

17 A. Okay. I'm just saying that, okay, for an
18 engineering design rule, we would have not ever placed and
19 put customers working in-between loads and have a 13,000
20 foot loop that has two-point loading in it or any kind of
21 loading in it that wasn't done for a specific purpose of
22 engineering to a 5 db loop or an 8 db loop that had a mixed

1 gauge, some of the older engineering things.

2 Q. The implication of that answer, then, is that
3 between twelve and eighteen k, you would never have loads
4 on that circuit unless it was designed originally for
5 two-point loading. Isn't that correct?

6 A. No. No. That's not anything what I've said.
7 Look --

8 Q. I give up, Your Honor.

9 A. No. This customer is out here working and he's
10 18,000 feet. He could be 17,500 feet. He could be 17,100
11 feet and he's working on three load coils. And he is
12 between 12,000 and 18,000 feet and he has three load coils.

13 Q. That's not our example. Our example was a
14 customer at 13,000 feet.

15 A. Yes.

16 Q. Not 18,000. 13,000.

17 A. And I'm just saying to you that I would not have
18 placed that customer at 13,000 feet working between loads.
19 The only way that customer would work is if the last load
20 here at 12,000 feet and there was 3,000 feet of end section
21 so that 15,000 feet perhaps he was working and he wasn't
22 working anywhere else and this was two-point loading. In

1 those rare instances, there may be just two load coils.

2 Q. But there's never three?

3 A. Yes, there are. In this instance I just gave you
4 there's three.

5 Q. Ms. Schlackman, the customer is 13,000 feet, not
6 18,000 feet from the CO. Okay? We have a customer, only
7 one customer at 13,000 feet from the CO. Okay? The most
8 loads you can have in that scenario is two. Right?

9 A. Yes.

10 MR. BOWEN: Okay. I'm done. Thank you, Your Honor.

11 (Whereupon a short recess
12 was taken.)

13 (Whereupon AT&T Exhibits
14 1.0 and 2.0 were marked for
15 identification.)

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1 S T E V E N T U R N E R

2 called as a witness on behalf of AT&T Communications of
3 Illinois, Inc., having been first duly sworn, was examined
4 and testified as follows:

5 DIRECT EXAMINATION

6 BY MS. HAMILL:

7 Q. Good evening, Mr. Turner.

8 A. Good evening.

9 Q. Do you have before you what has been marked the
10 direct testimony of Steven E. Turner, AT&T Exhibit 1.0?

11 A. Yes.

12 Q. Does that direct testimony consist of 31 pages of
13 questions and answers?

14 A. Yes, it does.

15 Q. And it consists of two exhibits, Exhibit SET 1
16 and SET 2. Is that correct?

17 A. Yes.

18 Q. SET 1 is your resume or CV?

19 A. Yes.

20 Q. And SET 2 are the proceedings that you have
21 testified in?

22 A. That's correct.

I N D E X

<u>EXHIBITS</u>	<u>MARKED</u>	<u>ADMITTED</u>
Rhythms Cross Smallwood 7	430	
Ameritech Illinois 1.0(Schlackman)		437
Ameritech Illinois 1.1(Schlackman)		439
Ameritech Illinois 1.2(Schlackman)		440
AT&T Schlackman Cross 1.0	480	480
Rhythms Lube Cross 1		482
AT&T 1.0 and 2.0	608	
Ameritech Illinois Turner Cross 1	617	685

1 Q. Was AT&T Exhibit 1.0 prepared by you or under
2 your direction and control?

3 A. Yes, it was.

4 Q. If I asked you the questions that appear in AT&T
5 Exhibit 1.0 today would your answers be the same?

6 A. Yes, they would.

7 Q. Do you have any additions, changes, or deletions
8 to make to your direct testimony?

9 A. No, I do not.

10 Q. Do you have before you your rebuttal testimony
11 marked as AT&T Exhibit 2.0?

12 A. Yes, I do.

13 Q. Does that testimony consist of 20 pages of
14 questions and answers?

15 A. Yes, it does.

16 Q. Does it have any exhibits?

17 A. No.

18 Q. Was this testimony prepared by you or under your
19 direction and control?

20 A. Yes, it was.

21 Q. Do you have any changes, additions, or deletions
22 to your testimony?

1 A. No, I do not.

2 Q. If I asked you the questions that appear in your
3 rebuttal testimony today, would the answers be the same as
4 appear therein?

5 A. Yes.

6 MS. HAMILL: Okay. With that, I will move for the
7 admission of AT&T Exhibit 1.0 and 2.0. I will agree to
8 electronically file this with the chief clerk, and I tender
9 Mr. Turner for cross.

10 MR. BINNIG: Your Honor, we do have an objection to
11 portions of the rebuttal testimony, 2.0, very limited
12 portions.

13 We would move to strike on page 2 a phrase that's
14 really the second half of the sentence that begins at
15 line 21 with the word, And what Ameritech's undisputed
16 responsibilities are according to the current
17 interconnection agreement, the rest of that sentence
18 through line 23.

19 MS. HAMILL: You're striking it through period?

20 MR. BINNIG: Well, just before the period. The
21 sentence would end, What AT&T acquires when it purchases an
22 unbundled loop.

1 On page 3, lines 10 and 11 the phrase that
2 begins, Entirely inconsistent with the provisions of the
3 existing interconnection agreement and.

4 And then at the end of the rebuttal testimony,
5 Subsection VI that begins on page 18, line 16, through
6 page 21, 7.

7 And the basis for our objection and our motion to
8 strike is that all of this language concerns assertions
9 regarding the terms and conditions of Ameritech Illinois'
10 existing interconnection agreement with AT&T. That is
11 beyond the scope of this tariff investigation. It is not
12 something that the Commission has authority to address in
13 this tariff investigation, rather, Section 251 and 252,
14 procedures for disputes about interconnection agreements.
15 That is a separate proceeding, a separate type of case than
16 the case that's currently in front of this Commission.

17 MS. HAMILL: I agree that our interconnection
18 agreement has dispute resolution procedures, and certainly
19 we can follow those if we determine that Ameritech has
20 violated the interconnection agreement.

21 I think it is completely relevant for this
22 Commission to realize that what we are asking for in

1 Ameritech's line sharing tariff, which is the line
2 splitting capability, isn't only required by law, but is
3 also consistent with what we are entitled to and have been
4 entitled to under our agreement for -- since the end of
5 1996.

6 I think that's important for the Commission to
7 understand, and I think it edifies the record.

8 EXAMINER WOODS: Okay. On page 2 portions beginning
9 on line 21 through 23 will be stricken. I think that's
10 gratuitous, actually.

11 Mr. Binnig, would you refresh my recollection on
12 the next section?

13 MR. BINNIG: Page 3. It was lines 10 and 11, the
14 phrase, Entirely inconsistent with the provisions of the
15 existing interconnection agreement and.

16 EXAMINER WOODS: Okay. I agree that's also
17 gratuitous. I don't think it's relevant.

18 In terms of the last section, I think the only
19 portion that I will strike is page 21, beginning line 1 and
20 extending to the end of that sentence on line 2. My
21 reading of that has less to do with really complaints about
22 what's being provided under the interconnection agreement,

1 which I think is gratuitous to this, to issues more
2 relating to technical feasibility.

3 MS. HAMILL: Would you state that latter portion
4 again? Mine only goes to line 20.

5 EXAMINER WOODS: Okay. It's the first section
6 following the portions quoted from Section 9.3. There's --

7 MS. HAMILL: Beginning, These sections?

8 EXAMINER WOODS: Yes.

9 MS. HAMILL: Through the word "requirement"?

10 EXAMINER WOODS: No, through the word "elements."

11 MS. HIGHTMAN: It's one sentence.

12 EXAMINER WOODS: This is the rebuttal testimony of
13 Steven E. Turner?

14 MS. HAMILL: Correct.

15 EXAMINER WOODS: Let's go off the record, then.

16 (Whereupon there was then had
17 an off-the-record discussion.)

18 EXAMINER WOODS: I believe the parties and I have come
19 to an agreement on the section -- on the sentence that's
20 going to be deleted, which is, on my version, the first
21 sentence following the quoted portion of Section 9.3.3 on
22 combinations from the interconnection agreement.

1 MR. BINNIG: Just so the record's clear, Your Honor,
2 you understand that our motion to strike included
3 Section 6, all the provision of Section 6 prior to that
4 sentence as well? You're denying that portion of it?

5 EXAMINER WOODS: Yes.

6 CROSS-EXAMINATION

7 BY MR. BINNIG:

8 Q. Mr. Turner, I try to be an optimist, so instead
9 of saying good evening, I'll say good afternoon. My name
10 is Chris Binnig. I'm one of the attorneys for Ameritech
11 Illinois. I do have some questions for you.

12 The first couple of questions I think are
13 preliminary in nature. Generally, you would agree your
14 testimony in this proceeding addresses what AT&T refers to
15 as the line splitting issue. Is that correct?

16 A. Yes. But it's not a term that AT&T came up with.
17 The FCC also refers to it as line splitting.

18 Q. But it is a term that AT&T uses?

19 A. That is correct.

20 Q. Now, in preparing your testimony, Mr. Turner, you
21 did not conduct any market studies or surveys of end user
22 customers in Illinois relating to advanced services. Is

1 that correct?

2 A. That's correct.

3 Q. Okay. And your testimony in this proceeding,
4 this isn't the first time that AT&T has raised the line
5 splitting issue in a regulatory proceeding. Is that
6 correct?

7 A. That's correct.

8 Q. Okay. You're aware, I take it, that AT&T raised
9 this very same issue in the SWBT, Southwestern Bell
10 Telephone, Texas 271 proceeding in front of the FCC?

11 A. Yes, I am aware of that.

12 Q. And you're also aware that AT&T has raised this
13 issue in a number of Section 252 arbitrations with SBC
14 ILECs?

15 A. Yes. That's correct.

16 Q. And the FCC in fact discussed the line splitting
17 issue in its order that approved the Southwestern Bell
18 Texas 271 application. Isn't that correct?

19 A. I'm sorry. Could you just repeat that?

20 Q. Absolutely.

21 The FCC in fact discussed the line splitting
22 issue in its order approving Southwestern Bell Telephone's

1 Texas Section 271 application?

2 A. Yes, it did.

3 Q. I'll get to that in a little bit.

4 But I'm correct that AT&T has also raised the
5 line splitting issue in an application for reconsideration
6 of the FCC's UNE remand order that AT&T has filed with the
7 FCC. Isn't that correct?

8 A. Yes, that is correct.

9 Q. Okay.

10 A. I believe that's correct.

11 Q. Okay. And AT&T has also raised the line
12 splitting issue in application for reconsideration of the
13 line sharing order that AT&T filed with the FCC?

14 A. That is correct.

15 Q. And AT&T has also filed several ex partes with
16 the FCC on the line splitting issue. Is that correct?

17 A. That's correct.

18 MR. BINNIG: Okay. That will be Ameritech Illinois
19 Turner Cross 1.

20 (Whereupon Ameritech Illinois
21 Turner Cross Exhibit 1 was
22 marked for identification.)

1 MR. BINNIG: Q. Mr. Turner, let me hand you what's
2 been marked for identification as Ameritech Illinois Turner
3 Cross Exhibit 1. And do you recognize that as an ex parte
4 that AT&T filed with the FCC on the line splitting issue on
5 August 4, 2000?

6 A. Yes, I do.

7 Q. Okay. And just so the record is clear, what
8 we've marked as Ameritech Illinois Turner Cross Exhibit 1
9 is the ex parte that was filed. It does not include any of
10 the attachments, but if you read the text of this ex parte,
11 it references a number of attachments that are also
12 included in the ex parte. Is that your understanding from
13 looking at it?

14 A. Yes. That's correct.

15 Q. Okay. Why don't we turn to the Texas 271
16 approval order for a second. And I think -- I put a couple
17 of documents up there. I think it's the one on the bottom.

18 And I'd also like to refer to your direct
19 testimony. Why don't we turn to your direct testimony on
20 page 3 and lines -- it looks like at lines 13 through 16.
21 You refer here to the line splitting option is not
22 currently offered by Ameritech and its high frequency

1 portion of the loop/line sharing tariff despite the
2 requirement that all ILECs -- excuse me -- despite the
3 FCC's requirement that all ILECs have an obligation to
4 permit CLECs to engage in line splitting over the UNE-P.

5 Do you see that?

6 A. Yes.

7 Q. And then you cite paragraph 325 of Texas 271
8 order. Is that correct?

9 A. Yes. That's correct.

10 Q. Could we look at that paragraph for a second? Do
11 you have that paragraph?

12 A. Yes.

13 Q. And does this read that the Commission's rule
14 requiring incumbent LECs to provide requesting carriers
15 with access to unbundled loops in a manner that allows the
16 requesting carrier, quote, to provide any telecommunication
17 service that can be offered by means of that network
18 element, close quote. Do you see that?

19 A. Yes. It does read that way.

20 Q. And does the very next sentence say, As a result,
21 incumbent LECs have an obligation to permit competing
22 carriers to engage in line splitting over the UNE-P where

1 the competing carrier purchases the entire loop and
2 provides its own splitter. Is that what that sentence
3 says?

4 A. That is what the sentence says.

5 Q. Okay. And then the next sentence says, The
6 record reflects that, S-W-B-T, SWBT, allows competing
7 carriers to provide both voice and data services over the
8 UNE-P. Is that correct?

9 A. Yes. That's what it says.

10 Q. And then the very next sentence the Commission
11 gives an example, doesn't it?

12 A. Yes, it does give an example.

13 Q. And isn't it correct, Mr. Turner, that Ameritech
14 Illinois will permit a UNE-P provider to provide both data
15 and voice services when it purchases the entire loop and
16 provides its own splitter?

17 A. That is currently my understanding where
18 Ameritech stops. That is the extent of what you will
19 provide.

20 Q. Okay.

21 A. The problem is that is discriminatory treatment
22 in terms of what you'll do for your own voice customers

1 connecting it to a splitter on their behalf. And that is
2 why at least I'm here today in terms of testifying about is
3 to try and eliminate that discriminatory treatment.

4 Q. Okay. I understand your position, Mr. Turner,
5 and AT&T's position. Let me ask you the following question
6 on the discrimination point.

7 Would you agree with me, Mr. Turner, that
8 Ameritech Illinois has offered line sharing -- or let me be
9 more specific -- has offered the HFPL UNE on the exact same
10 terms and conditions that it has offered that UNE to every
11 other CLEC or CLEC?

12 In other words, AT&T today can get the same terms
13 and conditions that have been offered to Rhythms, that have
14 been offered to AADS, that have been offered to any other
15 CLEC?

16 A. That is -- that is correct. But it's still,
17 again, inconsistent with other provisions in the federal
18 act regarding nondiscriminatory treatment. It's
19 inconsistent with FCC rules about providing the full
20 functions and features and capabilities of the loop and the
21 need not necessarily to totally disrupt the customer's
22 service experience, which was even in the line sharing

1 order, in the process of trying to implement line
2 splitting.

3 Q. Okay. Again, I understand what AT&T's position
4 is.

5 A. I just want to be clear that it not be taken out
6 of context --

7 Q. Let's not take it out of context.

8 You would agree, Mr. Turner, that in approving
9 the Southwestern Bell Telephone 271 approval for Texas, one
10 of the things the Commission had to find was that SWBT met
11 the Section 271 check list. Is that correct?

12 A. That is correct.

13 Q. And one of the things they found is that SWBT met
14 the check list item which required the incumbent to provide
15 nondiscriminatory access to UNEs according to Section 251
16 of the act?

17 A. Based on the record at that time, that was what
18 they had to evaluate.

19 Q. Okay.

20 A. But they also determined that there was a need to
21 further consider the issues that were brought up by AT&T
22 and by the department of justice specifically relating to

1 the issue of line splitting and recommended that that be
2 done in an expeditious fashion and recognize that state
3 commissions such as that in Texas would be taking this
4 issue up in further arbitrations.

5 Q. Okay. We'll get to that in a second. That's in
6 paragraph 328 of the Texas order, isn't it?

7 A. I believe so.

8 Q. Okay. Let's go to paragraph 330 for a second.
9 In paragraph 330, doesn't the FCC begin by saying, We
10 reject AT&T's argument that we should deny this application
11 on the basis of SWBT's decision to deny its xDSL service to
12 customers who choose to obtain their voice service from a
13 competitor that is using the UNE-P? Isn't that what the
14 Commission concluded there?

15 A. That's what that sentence reads.

16 Q. Okay. And then the Commission goes on to say
17 that, Under our rules, the incumbent LEC has no obligation
18 to provide xDSL service over this UNE-P carrier loop. Do
19 you see that?

20 A. Yes.

21 Q. Okay. Then goes to say in to the line sharing
22 order, The Commission unbundled the high frequency portion